

ADDENDUM NUMBER ONE

THE UNIVERSITY OF NEW MEXICO HOSPITALS

Purchasing Department
933 Bradbury Dr. SE Ste 3165
Albuquerque, New Mexico 87106

Date: May 5, 2016

Proposal Number: P348-16

Name of Procurement Specialist: Jennifer Sanchez

Due Date: May 10, 2016 @ 2:00 pm MST/MDT

Notice to all respondents:

Amend the Proposal RFP P348-16 Staffing Agency Recruitment for Temporary, Short-Term Nurse Professionals & Unlicensed Support Staff

This addendum becomes part of the Proposal Documents and modifies, as noted below, the original Bidding Documents.

WRITTEN RESPONSES – QUESTIONS AND ANSWERS

QUESTION 1: Section 4.7: What type of classes does UNMH foresee the Contractor having to provide to its healthcare professionals?

UNMH RESPONSE: Varies depending on the job title. (ie. RN: BLS/ACLS recertification or ie. UAP: annual skills and competencies)

QUESTION 2: Section 7.21: What type of equipment is the Contractor required to provide? Must the Contractor provide the equipment that the HCPs will use to perform their duties under this agreement? Please clarify.

UNMH RESPONSE: Under this Scope of Work, UNMH required equipment may be minimal or nonessential, such as Uniforms and stethoscopes.

QUESTION 3: Section 7.36: Do the services performed under this contract fall under the Public Works Minimum Wage Act?

UNMH RESPONSE: No, Section 7.36 does not apply to the Scope of Work under this RFP.

QUESTION 4: Section 5.3: All charges listed on Appendix H must be justified and evidence of need documented in proposal. Question: Please clarify what you mean by the “evidence of need documented in proposal”.

UNMH RESPONSE: This language means the costs identified in Appendix H should be documented in an Offerors proposal response, which describes costs to meet the purpose and scope of work under this RFP.

QUESTION 5: Section 7.38: Does Offeror have any potential liability under this provision if we fail to provide a healthcare professional?

UNMH RESPONSE: Response will be forthcoming in an additional addendum as it requires a legal response.

QUESTION 6: Section 7.47: Is the potential timeframe allotted to UNMH to pay contractor 60 days? Please confirm the exact timeframe.

UNMH RESPONSE: Pursuant to Appendix I, Invoices will be processed for payment within (30) days after date of invoice acceptance; however, prior to the acceptance date, UNMH may need up to a thirty (30) day review period to validate services were performed. Thus, the potential timeframe can be sixty (60) days plus.

Disputed invoices require to be re-submitted within 10 (ten) business days of return. After re-submission, information will be validated and processing within thirty (30) days.

QUESTION 7: Section 5.2: What if contractor does not invoice within 30 days after services are provided? Is our right to payment waived?

UNMH RESPONSE: Agency shall not submit invoices for payment of services more than 60 (sixty) days past the date that such services were rendered and Participating Agency shall not reimburse Agency for any invoices that are not timely submitted.

QUESTION 8: Section 5.3.Payment: Please specify the exact timeframe allotted to UNMH to pay Contractor’s invoices. What constitutes a timely manner for resolving disputed invoices? Please provide a designated timeframe for resolving disputed invoices.

UNMH RESPONSE: Pursuant to Appendix I, Invoices will be processed for payment within (30) days after date of invoice acceptance; however, prior to the acceptance date, UNMH may need up to a thirty (30) day review period to validate services were performed. Thus, the potential timeframe can be sixty (60) days plus.

Disputed invoices require to be re-submitted within 10 (ten) business days of return. After re-submission, information will be validated and processing within thirty (30) days.

QUESTION 9: Section 5.5: What is the early payment discount? When is it applicable? Please provide all associated details.

UNMH RESPONSE: Early Payment discounts may offered by the prospective Offeror based on payment terms that are earlier than net 30 (which are our standard terms). For example, if we pay net 15, they may offer a discount.

QUESTION 10: Section 7.28: Indemnity language requires Seller to "...indemnify, defend and hold harmless the University, its officers, agents, and employees..." This language differs from that in Section 7.2.Indemnification, which does not indicate an obligation of the Contractor to defend UNMH. Please clarify Indemnification.

UNMH RESPONSE: The language that will be incorporated into the contract reads as follows:

7.2 Indemnification. Notwithstanding the foregoing, Contractor will indemnify and hold harmless UNMH, its Regents, officers, agents and employees from any claims for losses, costs, damages, expenses or liability by reason of bodily injury (including death) or property damage, to the extent such damages are determined by a court of competent jurisdiction in a proceeding to which Contractor is a party to result from Contractor's negligence, act or omission, except to the extent of UNMH's negligence. The foregoing indemnification obligation shall specifically include, but not be limited to, any breach of the Contractor's obligations as a Business Associate, as set forth in the Business Associate Addendum, and any breach of Contractor's non-assignment and/or subcontractor obligations set forth in this Agreement.

QUESTION 11: Section 8.2: The contractor shall confirm its willingness to provide the Hospital with any and all information required to allow the Hospital to have a third party service provider perform such services. Question: Please explain what this means. Does UNMH want the Contractor to share information regarding its HCPs? Please confirm exactly what type of information UNMH would be looking for under this provision.

UNMH Response: Yes. ie. Department of Health fingerprinting requirement

QUESTIONS 12: Section 7.32. INSTRUMENTALITIES: Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments. Question: What type of equipment is Contractor required to provide? Is contractor required to provide the equipment the healthcare providers will use to perform their duties as specified in this agreement?

UNMH RESPONSE: Under this Scope of Work, UNMH required equipment may be minimal or nonessential, such as Uniforms and stethoscopes.

QUESTION 13: Section 9.37. Site Familiarity: Please confirm if the language in this section is applicable to the services requested in this RFP. If so, is it applicable to the services to be provided by Nurse Professionals?

UNMH RESPONSE: Yes, contract labor will be given a basic general tour of the organization during their first twenty four (24) hour orientation period.

QUESTION 14: Appendix I: “If an invoice is submitted for services provided more than two weeks prior, it will not be considered “timely” and may be subject to additional validation procedures.” This language contradicts language in Section 5.2.Billing: “Contractor will submit monthly invoices to UNMH within 30 days after product or services are provided. Invoices will be sent as set forth in UNMH's purchase order.” Question: Please confirm the invoicing requirement – is it monthly or weekly or another time frequency?

UNMH RESPONSE: Weekly or bi-weekly is preferred, monthly is acceptable and bi-monthly is the maximum for invoices past the date that such services were rendered.

QUESTION 15: Does UNMH have an anticipated number of healthcare professionals it will request under this agreement? If so, what is the anticipated number?

UNMH RESPONSE: Needs will fluctuate based on hospital census and staffing. Anticipated needs are 40 full time unlicensed staff.

QUESTION 16: Appendix I: Invoices will be processed for payment within 30 days after date of invoice acceptance. **Question: Is the acceptance procedure part of the procedure addressed in section 7.47. Payment Terms?**

UNMH RESPONSE: Pursuant to Appendix I, Invoices will be processed for payment within (30) days after date of invoice acceptance; however, prior to the acceptance date, UNMH may need up to a thirty (30) day review period to validate services were performed. Thus, the potential timeframe can be sixty (60) days plus.

Disputed invoices require to be re-submitted within 10 (ten) business days of return. After re-submission, information will be validated and processing within thirty (30) days.

QUESTION 17: Electronic Format: Can the electronic format be on just a USB drive?

UNMH RESPONSE: Yes, a USB is a type of electronic format.

QUESTION 18: Are you accepting redlines to the Master Agreement for review?

UNMH RESPONSE: Yes, UNMH will accept proposed relines for consideration. If there are any proposed changes to the terms and conditions to the Agreement, Exhibit F, it must be stated in the Offerors' proposal marked "TERMS AND CONDITIONS".

QUESTION 19: If we have redline submittals regarding the Exhibit F Sample Agreement and the BAA do we submit those requests under Terms & Conditions within our RFP as listed in the below RFP language.

UNMH RESPONSE: Yes, UNMH will accept proposed redlines for consideration. If there are any proposed changes to the terms and conditions to the Agreement, Exhibit F, it must be stated in the Offerors' proposal marked "TERMS AND CONDITIONS".

Acknowledge receipt of this Addendum in the space provided in Exhibit B. Failure to do so may subject Offeror to disqualification.

All other provisions of the Proposal Documents shall remain unchanged. This addendum is hereby made a part of the Proposal Documents to the same extent as those provisions contained in the original documents and all itemized listing thereof.